

FILED IN THE  
UNITED STATES DISTRICT COURT  
DISTRICT OF HAWAII  
29 Aug. 2022 6:06 AM lrs  
John A. Mannle, Clerk of Court

James P. Charlton Jr.  
PO Box 1188  
Haiku, HI, 96708

Email: techguru@byiq.org  
Phone: 1-808-213-6136

UNITED STATES DISTRICT COURT  
FOR THE  
DISTRICT OF HAWAII

JAMES PAULETT CHARLTON JR,  
Plaintiff,

vs.

AGNES GREIG A/K/A AGNES CANNON;  
FIRST HAWAIIAN BANK;  
BANK OF HAWAII;  
MAUI LOAN INC.;  
RICHARD DAN;  
RICHARD DAN D/B/A KAMAAINA LOAN;  
RICHARD DAN D/B/A MAUI PAWN SHOP;  
CAROLYN DAN A/K/A CAROLYN PRINTZ;  
VALLEY ISLE LOAN LLC;  
CASE LOMBARDI & PETTIT A LAW  
CORPORATION;  
92 N MARKET ST LLC;  
DOES 1-20

Defendants

Case No.: 22-00344-LEK-RT

FIRST AMENDED COMPLAINT FOR:

I) VIOLATIONS OF SECURITIES  
ACT OF 1933;  
II) BREACH OF CONTRACT;  
III) ACCOUNT STATED;  
IV) ACCOUNTING;  
V) ALTER EGO LIABILITY;  
VI) FRAUD IN THE INDUCEMENT;  
VII) BREACH OF FIDUCIARY DUTY

JURY TRIAL REQUESTED

EXHIBIT 1: PROMISSORY NOTE  
EXHIBIT 2: SECURITY AGREEMENT  
EXHIBIT 3: MSA AND RELEASE  
EXHIBIT 4: 2010 UCC-1  
EXHIBIT 5:

POST-SALE TRANSMITTAL

EXHIBIT 6:

STATEMENT OF ACCOUNT 7/21

EXHIBIT 7: 2021 UCC-1  
EXHIBIT 8: 2010 LETTER  
EXHIBIT 9: 2021 UCC-3  
EXHIBIT 10: 2021 UCC-3  
EXHIBIT 11:

ASSIGNMENT OF CLAIMS  
AND CAUSES OF ACTION

FIRST AMENDED COMPLAINT FOR:  
VIOLATIONS OF SECURITIES ACT OF 1933-ET AL - i

1  
2 **I. The Parties to this Complaint**

3 **I. Plaintiff**

- 4 1. James Paulett Charlton Jr resides in Haiku, Hawaii in the  
5 County of Maui and is successor in interest to all claims  
6 and causes of action formerly held by Ms. Nanette Guillory  
7 with respect to the various defendants.

8 **II. Defendants**

- 9 1. AGNES GREIG A/K/A AGNES CANNON, an individual, is currently  
10 working as an officer for defendant FIRST HAWAIIAN BANK with  
11 a business address of 20 West Kaahumanu Avenue Kahului HI  
12 96732 with a business telephone number of (808) 877-2311.  
13 GREIG was previously employed by defendant BANK OF HAWAII.
- 14 2. FIRST HAWAIIAN BANK, a corporation, is the current employer  
15 of defendant GREIG and has a business address of 20 West  
16 Kaahumanu Avenue Kahului HI 96732 with a business telephone  
17 number of (808) 877-2311.
- 18 3. BANK OF HAWAII, a corporation, is the former employer of  
19 defendant GREIG and has a business address of 11 E  
20 Kamehameha Ave, Kahului, HI 96732 with a business telephone  
21 number of (808) 871-8250.
- 22 4. MAUI LOAN INC., a corporation, is party, as "borrower", to  
23 those certain loan securities documents described later in  
24 this complaint and is wholly owned and operated by

1 defendants Richard and Carolyn Dan and has a business  
2 address of 98 North Market Street Wailuku, HI, with a  
3 business telephone number of (808) 242-5555.

4 5. RICHARD DAN, an individual, is an owner of defendant Maui  
5 Loan Inc. and signed those certain loan securities documents  
6 described later in this complaint, in his capacity as  
7 "president" in which defendant Maui Loan Inc is party as  
8 "borrower." RICHARD DAN has a business address of 98 North  
9 Market Street Wailuku, HI, with a business telephone number  
10 of (808) 242-5555 and is married to defendant CAROLYN DAN.

11 6. RICHARD DAN D/B/A KAMAAINA LOAN, a sole proprietorship, is  
12 operated by defendant RICHARD DAN at the same address and  
13 phone number as defendant MAUI LOAN INC.

14 7. RICHARD DAN D/B/A MAUI PAWN SHOP, a sole proprietorship, is  
15 operated by defendant RICHARD DAN at the same address as  
16 defendant MAUI LOAN INC with a phone number of (808) 877-  
17 0676.

18 8. CAROLYN DAN A/K/A CAROLYN PRINTZ - an individual, is an  
19 owner of defendant Maui Loan Inc. and is listed in various  
20 business filings with the State of Hawaii as among  
21 "incorporator", "director", "vice president", or "president"  
22 of Maui Loan Inc. CAROLYN DAN has a business address of 98  
23 North Market Street Wailuku, HI, with a business telephone  
24 number of (808) 242-5555 and is married to defendant RICHARD

1 DAN.

2 9. VALLEY ISLE LOAN LLC — a Hawaii corporation, is owned and  
3 operated by defendant CAROLYN DAN A/K/A CAROLYN PRINTZ and  
4 has a business address of 98 North Market Street Wailuku,  
5 HI, with a business telephone number of (808) 281-8181.

6 10. CASE LOMBARDI & PETTIT A LAW CORPORATION, among other  
7 things, prepared and transmitted, via US Mail and other  
8 means, those certain loan securities documents described  
9 later in this complaint. CASE LOMBARDI has a business  
10 address of 737 Bishop St # 2600, Honolulu, HI, with a  
11 business telephone number of (808) 547-5400.

12 11. 92 N MARKET ST LLC — a Hawaii corporation, is owned and  
13 operated by defendant CAROLYN DAN A/K/A CAROLYN PRINTZ and  
14 has a business address of 98 North Market Street Wailuku,  
15 HI, with a business telephone number of (808) 281-8181.

16 12. Does 1-20 are parties whose names and roles are currently  
17 unknown to Plaintiff and this complaint will be amended as  
18 their names, actions, and roles are discovered during the  
19 course of prosecuting this complaint.

20 **II. Basis for Jurisdiction**

21 This complaint is brought under 15 U.S. Code § 77a, et seq  
22 (the "Securities Act of 1933"), which creates rights of action  
23 whereby an individual may sue to recover principal and  
24 interest for investments in unregistered securities.

1 As such, original jurisdiction vests with this Court under 28  
2 U.S. Code §1333. As shown later in this complaint, this Court  
3 also has supplemental jurisdiction over the remaining claims  
4 and causes of action under 28 U.S. Code §1367 due to the fact  
5 that those claims are so related to the Securities Act of 1933  
6 claims that they form part of the same case or controversy  
7 under Article III of the United States Constitution.

8  
9 **III. Statement of Facts giving rise to the various Claims**

- 10  
11 1) Facts that are presented in the various documents attached to  
12 the instant complaint are treated as the true for the purpose  
13 of this complaint, subject to later determination by the  
14 finder of fact at trial in this matter. With few exceptions  
15 as detailed later in this complaint, such facts represent  
16 admissions of the drafter of those documents, and the parties  
17 actually participating in the drafting of those documents.
- 18 2) All remaining facts herein are stated on information and  
19 belief, subject to discovery and witness testimony in the  
20 instant action.
- 21 3) Nanette Guillory, the original lender on the "loan securities  
22 documents" at issue in this complaint, became acquainted with  
23 Defendant GREIG through Nanette's mother, Ms. Roxanne Wall.
- 24 4) Unbeknownst to Ms. Guillory and her mother, GREIG was managing  
and participating in a criminal enterprise which preyed upon

1 the cash reserves and other assets of unsophisticated and  
2 unsuspecting single women such as Ms. Guillory and her mother  
3 Ms. Wall.

4 5) GREIG represented herself as an employee and officer of, at  
5 first, defendant BANK OF HAWAII, and later in the relationship  
6 with Ms. Guillory, as an employee and officer of defendant  
7 FIRST HAWAIIAN BANK, where she remains to this day.

8 6) GREIG introduced herself to Ms. Wall at church, where she  
9 learned that Ms. Wall had investible cash reserves and a  
10 substantial monthly royalty stream from the operation of oil  
11 and gas wells in the vicinity of Louisiana and Texas.

12 7) GREIG initially recruited Ms. Wall to invest her cash reserves  
13 into various insured offerings from Bank of Hawaii and First  
14 Hawaiian Bank.

15 8) GREIG held herself out to be the "private banker" for Ms. Wall  
16 and subsequently for Ms. Guillory.

17 9) GREIG abused her position of trust and fiduciary  
18 responsibilities and subsequently directed Ms. Wall to divert  
19 funds from those insured bank accounts into "outside  
20 investments," such as private loans, which GREIG represented  
21 were safe but offered a much higher rate of return than  
22 investments in those banks.

23 10) GREIG's immediate supervisor at Bank of Hawaii had full  
24 knowledge of these "outside investments" and condoned and

1 vouched for them as well.

2 11) GREIG's immediate supervisor moved employment with GREIG  
3 when she transferred her employment and officer relationship  
4 to First Hawaiian Bank and became her supervisor at GREIG's  
5 new role.

6 12) Unbeknownst to Ms. Guillory and Ms. Wall, those "outside  
7 investments" were predominantly other potential customers of  
8 the bank employing GREIG at that time, and for which those  
9 banks had already declined to make loans or other funding  
10 available. In short, those "outside investments" were not  
11 bankable due to risk and other regulatory criteria.

12 13) GREIG and her supervisor saw an opportunity to play "match  
13 maker", and act as a broker for deals between bank clients who  
14 wanted money, and bank clients who had liquid funds, in what  
15 can only be described as a criminal enterprise.

16 14) GREIG has operated such criminal enterprise for over two  
17 decades, abusing the trust her clients vested in those banking  
18 institutions employing her, with full knowledge and support of  
19 her immediate supervisor, and other staff and officers of  
20 those banks.

21 15) GREIG, in her self-declared role as "private banker", for  
22 Ms. Guillory and Ms. Wall, among her other client prey, signed  
23 documents and endorsed checks for those clients, directing  
24 funds into various accounts and investments at her own whim

1 with no accounting nor accountability to her clients.

2 16) GREIG even had the client's keys to Ms. Wall's safe deposit  
3 box and would shuttle documents and other valuables from Ms.  
4 Wall to those safe deposit boxes.

5 ...

6 17) Ms. Guillory moved to become resident of Maui in 1978,  
7 possessing only a high school education and advanced training  
8 in the performing arts of ballet. She became a ballet  
9 teacher, teaching in Hana, where she resided, and at the Maui  
10 Arts and Cultural Center in Kahului with the Maui Academy of  
11 Performing Arts.

12 18) Ms. Guillory's mother, Roxanne Wall, moved to become  
13 resident of Maui in the early 1980's.

14 19) GREIG wormed her way into the personal lives of Ms. Wall  
15 and Ms. Guillory and eventually attended their private family  
16 events and had unlimited access to their homes without  
17 invitation.

18 20) During the course of the relationship with GREIG, Ms.  
19 Guillory came to learn that GRIED considered defendant CAROLYN  
20 DAN to be one of GREIG's closest and best friends.

21 21) From late 2015 until early 2021 Ms. Guillory was home-bound  
22 and mostly bed-ridden due to a mysterious illness and she was  
23 incapable of managing her financial affairs.

24 22) In July 2021, Ms. Guillory sent demand for payment and a



1       compromise settlement offer to defendants MAUI LOAN INC. and  
2       RICHARD DAN.

3   **23)**   In June 2022, Ms. Guillory entered into discussions with  
4       Plaintiff Charlton regarding the prosecution of her claims and  
5       causes of action. During the course of those discussions and  
6       related research, she came to learn that she was deprived of  
7       her rights under the Securities Act of 1933 by the defendants,  
8       and each of them, failure to (a) register the securities, (b)  
9       provide a prospectus for those securities, and other  
10      representations made by GREIG in breach of her role as a  
11      officer and fiduciary of the bank defendants.

12   **24)**   Attached hereto as Exhibit 1 is a true and accurate copy of  
13      the "Promissory Note."

14   **25)**   Attached hereto as Exhibit 2 is a true and accurate copy of  
15      the "Security Agreement."

16   **26)**   Attached hereto as Exhibit 3 is a true and accurate copy of  
17      the "Mutual Settlement and Release."

18   **27)**   Attached hereto as Exhibit 4 is a true and accurate copy of  
19      the "2010 UCC1 Filing."

20   **28)**   Attached hereto as Exhibit 5 is a true and accurate copy of  
21      the Post Sale Transmittal by Defendant CASE LOMBARDI.

22   **29)**   Attached hereto as Exhibit 6 is a true and accurate copy of  
23      the "Statement of Account dated July 2021."

24   **30)**   Attached hereto as Exhibit 7 is a true and accurate copy of

1 the "2021 UCC1 filing."

2 31) Attached hereto as Exhibit 8 is a true and accurate copy of  
3 the "2010 Letter from Guillory to Dan."

4 32) Attached hereto as Exhibit 9 is a true and accurate copy of  
5 the "2022 UCC3 for 2021" as transmitted the State of Hawaii  
6 for recordation. This exhibit will be amended once the  
7 endorsed filed copy is available from the State of Hawaii.

8 33) Attached hereto as Exhibit 10 is a true and accurate copy  
9 of the "2022 UCC3 for 2010" as transmitted the State of Hawaii  
10 for recordation. This exhibit will be amended once the  
11 endorsed filed copy is available from the State of Hawaii.

12 34) Attached hereto as Exhibit 11 is a true and accurate copy  
13 of the "Assignment, Grant, Sale, Quitclaim, Transfer and  
14 Conveyance" by which Charlton received the rights to prosecute  
15 the claims and causes of action in the immediate complaint.

16 **IV. Statement of Claims and Causes of Action**

17 **I. VIOLATIONS OF SECURITIES ACT OF 1933**

18 1. The securities agreements in Exhibits 1 and 2 are  
19 unregistered securities which constitute a private placement  
20 which was never offered to the public.

21 2. Not one of the named defendants appears to be registered or  
22 licensed as a securities broker.

23 3. Each of the named defendants participated in a scheme to  
24 promote, create and sell those unregistered securities in a

1 private placement to an unaccredited investor, Ms. Guillory.

2 4. Ms. Guillory did not participate in the drafting of the  
3 securities agreements, having placed her trust and her money  
4 with defendant GREIG.

5 5. Prior to the execution of those securities agreements, they  
6 were prepared and transmitted via email and USMAIL by various  
7 defendants, including, but not limited to CASE LOMBARDI &  
8 PETTIT A LAW CORPORATION, GREIG, AND FIRST HAWAIIAN BANK.

9 6. The information transmitted with those securities  
10 agreements may be construed as the only "prospectus" offered  
11 and fully omit any facts necessary for any informed investment  
12 decision.

13 7. Subsequent to the execution of those securities agreements,  
14 they were transmitted via email and USMAIL by various  
15 defendants, including, but not limited to CASE LOMBARDI &  
16 PETTIT A LAW CORPORATION, GREIG, AND FIRST HAWAIIAN BANK. See  
17 Exhibit 5.

18 8. Defendant CASE LOMBARDI also transmitted the UCC-1 for the  
19 unregistered securities to the State of Hawaii for recordation.

20 9. Those acts, in violation of the Securities Act of 1933,  
21 contributed directly to the loss of Ms. Guillory's investment  
22 with defendant MAUI LOAN INC and its alter-egos.

23 //

24 //

II. BREACH OF CONTRACT

1. Ms. Guillory, as lender, entered into the following three agreements with the defendant MAUI LOAN INC. and its alter-egos (a) "Mutual Settlement and Release Agreement" dated effective October 1, 2009, (b) "Promissory Note" dated effective November 2009, and (c) "Security Agreement" dated effective November 2009;

2. Ms. Guillory has performed all duties and obligations required of her under those agreements. Plaintiff Charlton, subsequent to stepping into the shoes of Guillory on those agreements, has performed all duties and obligations (if any) required of him under those agreements.

3. Defendant MAUI LOAN INC and its alter-egos have breached those agreements by refusing to pay principal, refusing to pay the balloon payment, refusing to pay interest, and refusing to pay penalties due in accordance with their duties and obligations pursuant to those agreements; and,

4. those breaches have damaged plaintiff in the sum of approximately \$900,000 or such other amount as determined by jury at trial.

III. ACCOUNT STATED;

1. As shown in Exhibit 6 hereto, defendant MAUI LOAN INC. and its alter-egos, as borrower, paid eighty-three (83) monthly principal and interest payments in the sum of \$1,341.09 per

1 month at a rate of 5% per annum to Ms. Guillory from October  
2 2009 until August 2016 (inclusive);

3 2. Pursuant to the written agreements between the parties  
4 attached hereto as Exhibits 1-3 the principal sum due was  
5 \$145,000;

6 3. Pursuant to the written agreements between the parties  
7 attached hereto as Exhibits 1-3 the borrower, MAUI LOAN INC.  
8 and its alter-egos, agreed to pay the principal sum, plus  
9 interest at a rate of 5% per annum, plus any penalties  
10 specified in those agreements.

11 IV. ACCOUNTING;

12 1. In the alternative to other claims and causes of action  
13 specified at law, or by contract in the instant complaint,  
14 there is an equitable cause of action for an Accounting between  
15 the Plaintiff and defendants, and each of them, in that Ms.  
16 Guillory had loaned a sum certain of \$145,000 to various  
17 defendants as of October 1, 2009, that Plaintiff Mr. Charlton  
18 stepped into the shoes of Ms. Guillory with respect to such  
19 indebtedness, and those defendants have not fully repaid the  
20 principal sums, accrued interest, nor penalties on account of  
21 such debt;

22 V. ALTER EGO LIABILITY;

23 1. For each cause of action enumerated herein, plaintiff  
24 claims that there is such unity of interest and ownership

1 that the separate personalities of the corporation Maui Loan  
2 Inc, the individuals Richard Dan, Richard Dan d/b/a Kamaaina  
3 Loan, Richard Dan d/b/a MAUI PAWN SHOP, Carolyn Dan a/k/a  
4 Carolyn Printz and the corporations VALLEY ISLE LOAN LLC and  
5 92 N MARKET ST LLC; that any liability of Maui Loan Inc under  
6 those causes of action should be assigned jointly and  
7 severally against each of the defendants Maui Loan Inc,  
8 Richard Dan, Richard Dan d/b/a Kamaaina Loan, Richard Dan  
9 d/b/a MAUI PAWN SHOP, Carolyn Dan a/k/a Carolyn Printz,  
10 VALLEY ISLE LOAN LLC, and 92 N MARKET ST LLC.

11 2. the failure to disregard the corporations would result  
12 in fraud or injustice;

13 VI. FRAUD IN THE INDUCEMENT

14 1. Defendant GREIG and the other defendants made false  
15 representations regarding the risk, safety and legal  
16 requirements of the securities agreements at issue in this  
17 complaint.

18 2. At the time those false representations were made,  
19 defendants, and each of them, knew such representations were  
20 false. Defendant CASE LOMBARDI, as a law corporation, is  
21 also charged with the full knowledge of the law and therefore  
22 (1) knew of the requirement to register the securities and  
23 present a full and truthful prospectus to any potential  
24 investors such as Ms. Guillory, (2) knew of the requirement

1 to verify, for purposes of a private placement, that an  
2 investor in the shoes of Ms. Guillory was an "accredited  
3 investor" as such is defined by the SEC, and (3) knew they  
4 had a duty to transmit such prospectus and registration  
5 statement to Ms. Guillory.

6 3. The defendants, and each of them, intended for Ms.  
7 Guillory to rely on those false representations and omissions  
8 to induce her to enter into those securities agreements, and

9 4. Ms. Guillory did rely on those false representations  
10 of those defendants in making her decision to enter into  
11 those securities agreements.

12  
13 VII. BREACH OF FIDUCIARY DUTY

14 1. Ms. Guillory entrusted defendants GREIG, FIRST  
15 HAWAIIAN BANK and the BANK OF HAWAII, and each of them, with  
16 a fiduciary trust and expectation of duty of loyalty that  
17 they would act in her best interests ahead of their own.

18 2. By promoting the securities agreements at issue in  
19 this complaint, and recommending "off books" investments that  
20 were not insured deposits of those institutions, defendants  
21 breached such fiduciary trust.

22 3. Ms. Guillory, and plaintiff Charlton, as her successor  
23 in interest, have been damaged by such breach of trust and  
24 uninsured "off books" investments to the extent that those  
investments have not performed as well as insured instruments

1 offered by those institutions.

2 **V. Relief Requested**

3 I. A judgment against all defendants, and each of them,  
4 jointly and severally, in the sum of \$330,957.53 plus  
5 accrued interest from the date of filing of this  
6 complaint, as provided by the Securities Act of 1933, less  
7 any payments already received as shown by the cause of  
8 action for "Accounting" and any other amounts subsequently  
9 approved by this Court.

10 II. A finding by this Court that such there is such unity of  
11 interest and ownership that the separate personalities of  
12 the corporation Maui Loan Inc. and the individuals Richard  
13 Dan, Richard Dan d/b/a Kamaaina Loan, Richard Dan d/b/a  
14 MAUI PAWN SHOP, Carolyn Dan a/k/a Carolyn Printz and the  
15 corporations VALLEY ISLE LOAN LLC and 92 N MARKET ST LLC  
16 no longer exists.

17 III. A judgment against defendants Maui Loan Inc., Richard Dan,  
18 Richard Dan d/b/a Kamaaina Loan, Richard Dan d/b/a MAUI  
19 PAWN SHOP, Carolyn Dan a/k/a Carolyn Printz, VALLEY ISLE  
20 LOAN LLC, 92 N MARKET ST LLC, and each of them, jointly  
21 and severally, in the sum of \$898,124.91 plus accrued  
22 penalties, other contract obligations, and interest from  
23 the date of filing of this complaint and any other  
24 amounts, such as costs and attorney's fees, subsequently



1 approved by this Court pursuant to the loan securities  
2 documents at issue in this complaint.

3 **VI. Certification and Closing**

4 Under Federal Rule of Civil Procedure 11, by signing  
5 below, I certify to the best of my knowledge, information,  
6 and belief that this complaint: (1) is not being presented  
7 for an improper purpose, such as to harass, cause  
8 unnecessary delay, or needlessly increase the cost of  
9 litigation; (2) is supported by existing law or by a  
10 nonfrivolous argument for extending, modifying, or  
11 reversing existing law; (3) the factual contentions have  
12 evidentiary support or, if specifically so identified,  
13 will likely have evidentiary support after a reasonable  
14 opportunity for further investigation or discovery; and  
15 (4) the complaint otherwise complies with the requirements  
16 of Rule 11.

17 I agree to provide the Clerk's Office with any changes to  
18 my address where case-related papers may be served. I  
19 understand that my failure to keep a current address on  
20 file with the Clerk's Office may result in the dismissal of  
21 my case.

22 Dated this 29th Day of August 2022.

23 /s/ James Paulett Charlton Jr  
24 Plaintiff, Pro Se  
James Paulett Charlton Jr